Appendix D

Services Agreement

DIR-SDD-2174

Software Products and Related Services

Version 2.0   August 9, 2012

Statement of Work

1. Pre-Deployment Activities

FREEIT and Customer will complete the activities listed below before on-site services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW.   In the event any Assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified to reflect the actual operating environment, to the extent allowable by DIR Contract No. DIR-SDD-2174.

a) Kickoff Meeting
   - Setup Recurring Project Meeting
   - Review SOW and assumptions
   - Review Project Plan
   - Review Change Management Plan
   - Establish a Communication Plan

b) Checklist Review
   - High level project plan on tasks in deployment scope and assignments of people and resources needed
   - Verify equipment and Customer personnel will be on site ready for engagement
   - Verify power, Staging area, and start-up requirements
   - Verify network, web domains, IP's, Login access, and communication lines in place

c) Review Instruction Script

   FREEIT and Customer will mutually agree on written installation instructions at least ten (10) business days prior to the date the installation is scheduled to be performed. The installation instructions must be finalized before FREEIT can commit resources to perform the installation.

d) Schedules

   FREEIT and Customer will mutually agree in writing to a deployment schedule and group of end users that make up each schedule group ("Schedule Group"). This proposal is based on a deployment executed over consecutive business days.

e) Workstation Imaging

   The following tasks are the standard FREEIT imaging process:
   - The customer will provide FREEIT with a "Gold" Image
   - The image will be verified and a first article produced for the customer to verify the image
   - Shipment location for the first articles will be coordinated with the customer.
   - The customer shall be given one week (5 business days) to test the 1st article
   - Once the first article is approved, FREEIT will image the rest of the units

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> ➤ The workstations will then be deployed to sites based on the mutually agreed upon schedule

f) Custom Asset Tagging

FREEIT asset tagging process:
- ➤ FREEIT affixes the asset tag supplied by the customer during the imaging process
- ➤ The customer will inform FREEIT of the exact location the asset tag needs to be placed
- ➤ The customer will supply FREEIT with the required asset tags to be placed on the
- ➤ At the end of the imaging and asset tagging a spreadsheet with the asset tags and corresponding serial numbers will be produced

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2. Deployment Services

FREEIT's project manager and technical lead will manage the deployment of the new systems using standardized procedures from past experience. The following steps are included in the basic installation once the installation technician arrives on-site:

a) Shipment and On-Site Arrival

Once the technicians arrive on-site, the following additional tasks will be performed:
- Document and inventory equipment received on-site
- Verify serial numbers
- Notify customer of any discrepancy or damage of shipped equipment
- Un-box equipment
- Organize units for deployment
- Move equipment from staging area to installation area

b) Deployment Logistics and Information
- Number of units to be deployed
- Number of locations to deploy to
- Note any special delivery times

c) Equipment Installation Process
- Unbox the equipment
- Power up and install the equipment at the designated location.
- Connect to the network and confirm binding to directory services
- Document the location of the equipment install plus the serial number, MAC address, and asset tag # into an electronic file

d) System Configurations
- Initializing and fully completing the new workstation configuration process according to the agreed upon script.
- Verifying all applications are working nominally once system installation and configuration has been completed,
- Configuring the specific end-user settings on each new system in accordance with the agreed to customer provided installation instructions. Average time not to exceed 20 minutes.

e) Close-out Deployment Phase
- Document and provide an electronic list of assets deployed
- Customer acceptance sign-off
- Off-site disposal of deployment related trash
- Properly clean the installation and staging areas

3. **Optional Services**

DIR CONTRACT NO. DIR-SDD-2174 IS FOR SOFTWARE PRODUCTS AND RELATED SERVICES ONLY.

4. **Responsibility Matrix**

The following is a table outlining the responsibilities for the customer and FREEIT.

No.	Task	FREEIT	Customer
1	Receive new systems shipped through FREEIT's procurement		P
2	Verify system information prior to deployment	P	
3	Ensure adequate power is available for the workstations		P
4	Ensure all Network drops are functionally and configured correctly		P
5	Provide Network Cables		P
6	Delivery of equipment from FREEIT warehouse to each deployment site	P	P
7	Assign a designated un-boxing and staging area in each facility		P
8	Central POC for all FREEIT service delivery issues	P	
9	Central POC for all service delivery questions		P
10	Status reports to identify project tasks , next steps and potential issues	P	
11	Manage deployment resources and coordinate activities with the customer	P	
12	Setup a regularly scheduled meeting to communicate roles, responsibilities, review assumptions and schedule activities	P	
13	Coordinate the scheduling of all necessary customer resources required for the project		P
14	Provide all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors that are necessary to support the Managed Services under this SOW		P
15	Create the "gold" image for all workstations		P
16	Provide Asset Tags		P
17	Provide FREEIT with written instructions for any special configurations that are required during the deployment		P
18	Complete a backup of all existing data and programs from the workstations that are identified for replacement		P

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19	Migration of any end user data		P

5. Assumptions

Pricing is detailed in DIR Contract No. DIR-SDD-2174, Appendix C Pricing Index.

No.	General Assumptions
1	The customer and FREEIT shall assign a POC as the Project Manager and each shall have the authority in all aspects of the project
2	The Customer and FREEIT shall follow the Communication Management Plan
3	The Customer Project Manager shall obtain and provide project requirements, information, data, decisions and approvals according to the project plan unless both parties agree to a different response time and provided the information is available from the customer
4	The Customer shall provide FREEIT Project personnel with reasonable and safe access to the project site and adequate office space, as required.
5	The Customer Project Manager shall assist in resolving project issues and communicate issues to the appropriate persons within customer's organization, as required.
6	Internet Access will be available to the FREEIT technicians
7	The Customer shall provide access to and use of information, data, customer facilities, equipment, and internal resources as applicable to the project
8	The Customer shall provide all Login ID's passwords, domain specifications, and access issues prior to the scheduled services
9	Customer shall provide the technical points of contact that have a working knowledge of the enterprise components to be considered during this project. FREEIT may request that meetings be scheduled with these contacts.
10	All hardware and software required for the project is on-site and ready for deployment.
11	Scope of this project is based on information gathered to-date and is subject to re-scoping in the event additional tasks or technical issues arise. Any time spent beyond the projected project hours will be billed to the customer at the project staff standard hourly rate.
12	FREEIT project team is not responsible for any application configurations malfunctions.
13	FREEIT project team assumes no responsibility for unprotected data.
14	Customer is responsible for removing any viruses or providing disaster recovery services
15	An elevator shall be available to transport equipment between floors
16	Customer shall provide custom scripting if required

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17	Customer shall be responsible for storage configuration, performance tuning, system optimization or other similar services unless specifically noted herein.

No.	Scope Assumption
1	Deployment Services for 500 Workstation units deployed in the same City or Metropolitan area.
2	Units shall be deployed to customer designated facilities
3	Customer shall provide a designated staging area to receive equipment upon arrival of the FREEIT technicians
4	Customer shall provide adequate power outlets located in the equipment installation area
5	All units for each facilities deployment are delivered before or as the FREEIT technicians arrive on-site.
6	Changes to the mutually agreed schedule for performance of services or modifications to the services will only be in accordance with the Change Management process set forth by FREEIT.
7	Service Hours: ➢ Business Hours – Monday through Friday, 8:00 am to 5:00 pm local time (excluding State of Texas and nationally-observed holidays). ➢ Outside Business Hours – (Monday – Friday) – (may incur an additional charge except for the Austin area) ➢ Weekends – (may incur an additional charge except) ➢ Holidays – (may incur an additional charge)
No.	Schedule Assumption
1	Schedules will maximize the quantity of Services at each customer site which are in reasonable proximity within the same building and minimize the number of return visits to each customer site.
2	Installation instructions will be finalized by the parties at least 10 business days (2 weeks) prior to the date of the first scheduled deployment.
3	Schedule Groups will be formed to allow a consistent daily volume of Services at a customer site.
4	Schedule is based on eight (8) consecutive business days for deployment.

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No.	IT Environment and Technical Assumptions
1	FREEIT can leverage the customer's network to perform the Services if required for data transfer; network is not used for batch jobs or backups which would impact delivery of Services.
2	All login IDs, passwords, domain specifications and personal settings for each end user are provided.
3	Network infrastructure is stable and is the same across all customer sites.
4	FREEIT is not responsible for application malfunctions or conflicts between customer applications.
5	Migration of any user data will be the customer's responsibility

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6. Deployment Service Pricing

Pricing for Software Products and Related Services is detailed in Appendix C Pricing Index of DIR Contract No. DIR-SDD-2174.

Project Acceptance

1. Change Management

When FREEIT or Customer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW, the party proposing the change will document the request using the change request form provided in Project Kickoff Meeting. The request will be presented in a change management meeting where both parties will mutually agree to accept or reject the change request. This change management meeting should be within 5 business days of the request. A conference call between both parties that addresses the change request would be considered a change management meeting as long as both parties are present.

The receiving party will review the proposed Change Request and determine whether the change is acceptable or requires modifications. Both parties will review the proposed Change Request and will (i) approve it, (ii) agree to further investigation, or (iii) reject it ("Change Management Process"). When the parties agree to the change, they will sign the Change Request, which upon signing by both parties will constitute authorization to implement the change.

2. Acceptance

Customer shall either accept or reject FREEIT's Services or Work Product within a reasonable number of days from performance. For this Project SOW, Services or Work Product shall be accepted or rejected within 5 days from performance. Services or Work Product will be deemed acceptable to Customer if it conforms in all material respects with Services described in this SOW.

    a) Remedy \ Warranty

➢   If Customer gives notice of rejection, then FREEIT will have an additional ten (10) days, within which to cure any deficiencies identified in writing by Customer.

➢   FREEIT services have a 30 day warranty upon completion of deployment. Customer's written notification of deficiencies must occur within this 30 day period otherwise T&M rates will apply.

3. Payment Terms

Payment Terms are provided for in DIR Contract No. DIR-SDD-2174, Appendix A, Section 7 Purchase Orders, Invoices and Payments.

4. **Approval**

IN WITNESS WHEREOF, The Customer and FREEIT have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

Customer	Freeit Data Solutions Inc.
By:	By:
Printed Name:	Printed Name: Wayne Orchid
Title:	Title: President
Date:	Date:
	FREEIT Assigned Project Manager
	By:
	Printed:
	Date:

Appendix A – Change Request Form

Case# 000000	Between:	FREEIT-Customer	FREEIT-Vendor	Priority (select one)	Emergency, High, Medium, Low

Client Name	*(there must be a name in this field)*		Date	
Change Manager	*(there must be a name in this field)*		Related Issue #	*(indicates if this was moved to the Issue/Activity log)*

CONTACT INFORMATION				
Prepared by			Phone Email	
Change Owner	*(there must be a name in this field)*		Phone Email	
Client/Vendor Contact			Phone Email	

DESCRIPTION OF EXISTING STATE ⇩

Details: *(Select from SOW, Clearly state process to be changed, Cite rationale for original design***)**

SUGGESTED CHANGE ⇩	IMPACT → Cost		Schedule		Quality or Quantity		Related SOW Section	

Details: *(Include Rationale, Scope of Change, Specific requirements to be implemented Identify personnel changes)*

IMPACT ⇩

Details: *(Include: Itemized Costs, Specific New schedule,)*

Total Cost of this Change	$	Paid By → (keep all that apply)	VENDOR/SUPPLIER		CUSTOMER		FREEIT	
SELECT ONE →	This change is:	Accepted	date	Rejected	date	On Hold	date	*Revise	date

*REVISIONS TO SUGGESTED CHANGE OR REASON FOR REJECTION AND NEXT STEPS

(*include date and explanation-submit to Change Manager for re-consideration---Significant changes must be approved by either the Change Review Board or the Solution Design Center)*

FREEIT		CUSTOMER/VENDOR	
Signature		Signature	
Name		Name	

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